DEPARTMENT OF REAL ESTATE

PO Box 187000 Sacramento, CA 95818-7000 916 227-0770



June 24, 2009

All Counties Real Estate
DBA Home Owners Unity
9252 Garden Grove Blvd Suite 25
Garden Grove, CA 92844

Re: Advance Fee Agreement

This letter will acknowledge our receipt of your advance fee agreement and accounting format on June 16, 2009.

The Department has no objection to your use of the advance fee agreement and accounting format as submitted.

This agreement replaces any other agreement previously submitted for the Department's review. Additionally, it is not to be used by other than the submitting broker or real estate corporation.

Please note that any changes to the agreement or the accounting format must be submitted to the Department for review before it is used. Any promotional materials that you may subsequently wish to use will require our prior review, as well. This includes press releases and announcements related to your advance fee activities.

This letter does not constitute, nor may you make any representation that the Department of Real Estate has endorsed or approved any aspect of your business activities.

Sincerely,

Sylvia I. Yrigollen Senior Deputy Commissioner Advance Fee Review Section

HOME OWNERS UNITY ADVANCE FEE AGREEMENT FOR LOAN MODIFICATION SERVICES

This ADVANCE FEE AGREEMENT FOR LOAN N			
AGREEMENT) is made and entered into this	day of	, 20	by and between ALL
COUNTIES REAL ESTATE, INC d.b.a. Home Owners U	Jnity (hereinafter referred	to as COMPAI	NY) and:
[Principal's Name]			
[Principal's Name]			
(Hereinafter collectively referred to as YOU, YOU described herein, regarding:	R or YOURS) for the mor	tgage loan mo	odification services as
			, (PROPERTY)
[Address, City and State of Real Estate]			
	(LENIDED)		
[Name of First Trust Deed Note Lender]	, (LENDER)		
Los	an No:	**************************************	
	, (LENDER)		
[Name of Second Trust Deed Note Lender]			
Lo	an No:		

IN CONSIDERATION of the mutual promises and agreements exchanged in this AGREEMENT, YOU and the COMPANY hereby agree as follows:

- 1. <u>AGENCY</u> YOU hereby appoint COMPANY as YOUR agent to negotiate with LENDER or other person/entity servicing YOUR Mortgage account(s) as provided in this AGREEMENT.
- 2. GENERAL OBLIGATIONS OF THE COMPANY The Company agrees to use its best, reasonable efforts to reach an agreement with your LENDER to obtain one or more of the following programs: (1) a forbearance agreement, (2) a loan modification, (3) a partial claim, or (4) a repayment plan (the programs described herein are sometimes referred to in this AGREEMENT as a WORKOUT PROGRAM). The LENDER may present the COMPANY with other programs to avoid foreclosure proceedings, which the COMPANY may recommend to YOU to consider in avoiding foreclosure of YOUR ownership interests in the PROPERTY. The WORKOUT PROGRAM will be based upon the financial information provided by YOU to the COMPANY and the LENDER who will be relying on the accuracy of such information. It is understood by the parties that the list of obligations is not exhaustive, and that not all of the services listed may be relevant to YOUR loan(s) on the subject property.

HOME OWNERS UNITY LOAN MODIFICATION SERVICE AGREEMENT Page 2 of 9

- 3. <u>RESPONSIBILITIES AND OBLIGATIONS OF THE CLIENT</u> YOU agree to furnish the COMPANY with truthful and accurate information and any documents that will be required by the COMPANY and the Lender(s) to assess YOUR financial status, including (without limitation) YOU will do the following:
 - A. <u>AMOUNT AND PAYMENT OF ADVANCE FEE</u> YOU agree to pay the COMPANY an advance fee of \$2,500.00 USD for the modification of the identified mortgage liens of subject property, on the date this AGREEMENT is signed by YOU, or within 30 calendar days of this AGREEMENT (hereinafter referred to as the FEE).
 - 1. <u>DEPOSIT OF ADVANCE FEE AND ACCOUNTING OF FUNDS</u> FEE will then be deposited into COMPANY's Trust Account #202938189, located at Citibank, 610 N. Euclid Street, Anaheim, CA 92801. The COMPANY will provide a verified accounting of these funds to YOU at the end of each calendar quarter following the execution of this agreement by YOU, and at the completion or termination of this agreement (whichever occurs first).

<u>Notice 1A:</u> The amount or rate of fees specified in this agreement for services is not fixed by California Law. Fees are set or established by each Company individually and are subject to negotiation between YOU and the Company.

Notice 1B: YOU are compensating the COMPANY for services that YOU may be able to obtain at no charge from a housing counselor, or by contacting YOUR Lender(s) directly.

Notice 1C: California Civil Code Section 2945.1(b)(3) prohibits a BROKER/COMPANY from claiming, demanding, charging, collecting or receiving any compensation or advance fee from a person whose residence is in foreclosure until all of the promised services have been fully performed and completed. THIS AGREEMENT MAY NOT BE USED AND SHOULD NOT BE EXECUTED BY THE PRINCIPAL(S) IF A NOTICE OF DEFAULT HAS BEEN RECORDED AGAINST THE SUBJECT PROPERTY LISTED IN THIS AGREEMENT.

THE PRINCIPAL(S) CERTIFIES BY INITIALING BELOW THAT A NOTICE OF DEFAULT HAS NOT BEEN RECORDED AGAINST THE SUBJECT PROPERTY.

PRINCIPAL'S INITIALS: () (_)
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- B. YOU agree to furnish the COMPANY with truthful and accurate information and any documents that will be required by the COMPANY and the Lender(s) to assess YOUR financial status, including (without limitation) to the documents noted on the cover page of this agreement. You agree to submit a completed COMPANY Financial Package within five (5) calendar days of this AGREEMENT.
- C. The **COMPANY Financial Package** consists of the following documents:

HOME OWNERS UNITY DISTRESSED RELIEF SERVICE AGREEMENT Page 3 of 9

- 1. Third Party Authorization Form
- 2. Right to Cancel Form
- 3. Hardship Questionnaire
- 4. Client Income/Expense Form
- 5. Schedule of Real Estate Owned Worksheet
- 6. Copies of Rental Agreements
- 7. Copy of I.D.(s) or Driver License(s) & Social Security Card(s)
- 8. Most Recent Mortgage Coupon for All Identified Existing Loans
- 9. Verification of any other income: Benefit Award Letters, Retirement Statements, Pension Benefit Statements, Annuity Statements, Child Support/Alimony Documentation, Stock and Mutual Fund Portfolio Statements
- 10. Bank statements (last 3 months) or (last 6 months if self employed)
- 11. W2's (2008 & 2007)
- 12. Tax returns (2008 & 2007 1st two pages of 1040 and/or Schedule A & C)
- 13. Proof of property insurance (if applicable)
- D. You agree to promptly return telephone calls, e-mails and/or any other communication from the COMPANY to YOU, and immediately notify the COMPANY of any changes with YOUR address. YOU will telephone the COMPANY at: (714) 467-3378, send written correspondence to: 9252 Garden Grove Blvd, Suite 25, Garden Grove, CA 92844, and/or fax correspondence to: (714) 467-4308.
- E. YOU shall immediately notify the COMPANY if YOU receive telephone calls, correspondence, email, and/or any other communication from your LENDER.
- 4. REFUND OF ADVANCE FEE UNTIL EARNED The advance fee paid by YOU is fully refundable until earned by the COMPANY. If any of the agreed upon services are not completed by the COMPANY by the agreed upon completion date(s), the unearned portion of the advance fee will be refunded to YOU within 5 business days. If this agreement is terminated by YOU before the agreed upon completion date and before the agreed upon services are completed, the unearned advance fee will be refunded to YOU within 5 business days. Cancelations must be provided to the COMPANY in writing either with provided cancelation form or letter from the client, (see Paragraph 13 for a complete explanation of how to terminate this AGREEMENT).

- 5. <u>SCOPE AND COMPLETION OF, AND PAYMENT FOR, LOAN MODIFICATION SERVICES</u> The COMPANY shall perform the following loan modification services (without limitations) for and on behalf of YOU. It is understood by the parties that the list presented below is not exhaustive, and that not all of the services listed below may be relevant to YOUR loan(s) on the subject PROPERTY.
- 6. <u>PHASE 1</u> Interview the Principal, gather and review information about the current loan(s) and terms to include:
 - A. Mortgage loan(s) principal balance, monthly payment amount, mortgage statements, loan documents, current interest rate, expected rate and/or payment adjustments, equity, loan(s) payment history and correspondence from the lender(s).
 - B. Information about YOUR income and assets including: Paystubs, W-2s, 1099s, benefit award letters, retirement and pension benefit statements, annuity statements, child support/alimony, tax returns, profit and loss statements, schedules of real estate owned, stock and mutual fund portfolio statements, bank statements, proof of any other income.
 - C. Information about the Subject PROPERTY, including: Property profile, comparable sales, active listings, property evaluation, current property listing information and other applicable documents.
 - D. Information about YOUR ability to repay the loan(s) including: Credit history, hardship circumstances, financial profile (assessment of income, assets, expenses and housing debt to income ration).
 - E. Assist YOU in preparing a hardship summary/letter.
 - F. Prepare and submit loan modification request and package of supporting documents to lender(s).
- 7. <u>COMPLETION AND PAYMENT OF 1ST PHASE SERVICES</u> The COMPANY will complete these Phase 1 services no later than 30 calendar days from the date this agreement is executed. The COMPANY shall be entitled to 25% (\$625.00 USD) of the advance fee for the performance of the applicable and relevant services described in Phase 1 (and others as may be necessary and/or appropriate).
- 8. PHASE 2 The 2nd phase of services by the COMPANY which are focused on the COMPANY's efforts to vigorously and successfully seek through the Lender(s) an offer to YOU (which offer shall be assessed by the COMPANY and clearly explained to YOU and other responsible principals) of proactive loan modification solutions which will provide YOU with the opportunity to remain in the Subject PROPERTY while making affordable loan payments. The services in Phase 2 will include:

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- A. Contact the Lender(s) to discuss/negotiate the loan modification request(s) and package of supporting documents.
- B. Communicate regularly with the Lender(s) to attempt to negotiate new, and more favorable, loan terms on behalf of YOU.
- C. Assist YOU in understanding and deciding about the modification terms offered by the Lender(s).
- D. Successfully negotiate and/or accomplish a loan modification for YOU. "Successful loan modification performance" by the COMPANY shall have occurred if YOU accept one or more of the loan modifications set forth below:
 - 1. Change adjustable interest rate to a fixed interest rate.
 - 2. Reduce fixed interest rate to a lower fixed interest rate.
 - 3. Reduce balance of the principal amount of the loan.
 - 4. Reduce adjustable interest rate/reduce CAPS of adjustable interest rate.
 - 5. Stop upward adjustment of adjustable interest rate.
 - 6. Arrange for the delinquent payment amounts to be added to the end of loan.
 - 7. Arrange for the delinquent payment amounts to be added to a longer loan period.
 - 8. Arrange for the delinquent payment amounts to be accepted in a payment plan.
 - 9. Eliminate or reduce the delinquent payment amounts.
 - 10. Arrange for the lender to accept a discounted pay-off or forbearance.
- 9. COMPLETION AND PAYMENT OF 2nd PHASE SERVICES The COMPANY will complete these services no later than 90 calendar days from the date of this agreement is executed. The COMPANY shall be entitled to 75% (\$1,875.00 USD) of the advance fee, the remainder of the advance fee not earned and paid for Phase 1 services (which entitlement percentage for Phase 2 services equals to \$1,875.00 USD) only for the "successful loan modification performance" of these Phase 2 services aforementioned above. (Paragraph 8.D.1-10)
- 10. <u>AMENDMENTS</u> Except as set forth herein, this agreement may not be amended or modified orally and no provision of this Agreement may be waived or amended except in a writing signed by YOU and the COMPANY.

- 11. <u>REASONABLE EFFORTS/NO GUARANTEES</u> The COMPANY will make reasonable efforts to conclude a "successful loan modification performance" as described in Phase 2 above. However, YOU acknowledge that the COMPANY cannot guarantee that YOUR existing lender(s) will agree to a modification of the loan(s), and that YOUR existing lender(s) is/are not obligated to modify the terms of the loan(s) in any way and may not agree to any changes in the loan(s).
- 12. <u>GOVERNING LAW</u> This agreement shall be governed by and constructed under the laws of the State of California.
- 13. <u>SEVERABILITY</u> If any provision in this agreement is determined to be invalid, illegal or otherwise unenforceable, the determination will not affect any other provision of this agreement. The invalid provision will be severed from this agreement and all remaining provisions will continue to be in full force and effect.
- 14. <u>TERMINATION OF AGREEMENT</u> Either YOU or the COMPANY may terminate this agreement at any time for any reason upon written notice to the other party. At the time of termination, all earned but unpaid fees for completed services (as set forth and described in Paragraphs 7 and 8 of this agreement) become due and payable. To cancel this AGREEMENT, YOU must fax a request for cancelation in writing to COMPANY, at the fax number set forth in Paragraph 4.B of this AGREEMENT, with either the provided Cancelation form or any letter drafted by YOU.
- 15. <u>INDEMNIFICATION</u> YOU agree to indemnify, defend and hold the COMPANY harmless from all damages, liabilities, claims, obligations, disputes, litigation and/or judgments (and reasonable attorneys fees and costs) which either arise from or are related to any incorrect material information and/or material omissions in information supplied by YOU to the COMPANY and/or arise from or are related to any material facts that YOU know but fail to disclose.
- 16. <u>TIME OF ESSENCE</u> Time is of the essence with respect to every provision of this agreement that specifies a time for performance.
- 17. <u>SUCCESSORS AND ASSIGNS</u> This agreement shall be binding upon the successors and assignees of the parties.

- 18. <u>DISPUTE RESOLUTION</u> The parties to this agreement will endeavor to resolve any disputes or disagreements between them with respect to or concerning this agreement in a fair and amicable manner. However, if the parties are unable to resolve any such disputes between and/or among themselves (whether in law or equity), the parties expressly agree to binding, neutral arbitration in accordance with the California Code of Civil Procedure with any recognized California arbitration service. Said binding arbitration shall be the exclusive dispute resolution mechanism for seeking legal redress under this agreement. The arbitration hearing shall be conducted pursuant to the California rules of evidence and shall occur in the county where the Subject Property is located. The parties agree to share equally the costs of any such arbitration. Reasonable attorney's fees and costs shall be awarded to the prevailing party.
- 19. <u>ENTIRE AGREEMENT</u> Except as otherwise provided by section 2970 (b)(4) of Title 10 of the Code of Regulations, Chapter 6 (Real Estate Commissioner's Regulations), this agreement constitutes the entire agreement and a complete and exclusive expression of the parties' agreement respecting the loan modification services contemplated. Except as conditioned above, this agreement may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.
- 20. <u>ACKNOWLEDGEMENTS AND REPRESENTATIONS</u> The parties signing below acknowledge they have read and understood this agreement and have each received a copy. YOU warrant they have the authority to enter into this agreement with regard to the Subject Property and loan(s) herein described.
- 21. NO LEGAL ADVICE Representatives of the COMPANY, including employees who communicated with YOU are not authorized to give legal advice, whether relating to bankruptcy or other legal issues. YOU agree that you will not request, relay upon or deem any statements made by representatives of the COMPANY as legal advice, but if you choose to you will seek independent legal counsel of YOUR own choosing to advise YOU on any legal issue of concern to YOU.
- 22. <u>CONFIDENTIALITY</u> YOU agree to not disclose to third parties any information obtained from the COMPANY, including forms used in process, or other proprietary information obtained from the COMPANY in the course of receiving service from the COMPANY.
- 23. <u>PARTIAL INVALIDITY</u> If any court of competent jurisdiction holds any provision of this AGREEMENT to be illegal or invalid, said provision shall be deemed to be served and deleted; and such deletion shall not affect the validity of the remaining provisions of this AGREEMENT.

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- MANNER PAYMENTS WILL BE MADE / NSF CHECKS All advance fee payments due from YOU will be tendered in the manner requested by the COMPANY, whether electronically, check or other method. YOU agree that COMPANY will necessarily incur damages in the nature of additional expenses and business interruption if checks provided are rejected for lack of sufficient funds, and that such damages are difficult or impossible to accurately determine. Therefore, YOU and COMPANY agree that if YOU provide a check or draft that is not honored by the issuing financial institution, YOU agree to pay to COMPANY the actual fee charged by the bank for returned checks for each occurrence. YOU shall make sure that funds are available as described in this AGREEMENT.
- 25. <u>INTERPRETATION / APPLICABLE LAW / VENUE</u> This AGREEMENT is made in California, and shall be construed pursuant to the laws of the State of California, without reference to any conflict of laws procedures which may otherwise apply. The parties to this AGREEMENT further agree that venue for the resolution of any dispute between the parties arising out of this AGREEMENT shall be proper only in California.
- 26. NO LANGUAGE DISABILITY YOU affirm that YOU have had the opportunity to read this AGREEMENT in YOUR native language, or that YOU are capable of speaking and reading English sufficiently that YOU do not need assistance before signing this AGREEMENT.
- 27. <u>VOLUNTARY EXECUTION</u> The parties to this AGREEMENT hereby acknowledge that they have read this entire AGREEMENT, understand its terms and legal effects, and have voluntarily executed it.

DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ AND AGREE WITH ALL THE TERMS OF THIS AGREEMENT.

[Principal's Name]	[Signature]	[Date]
[Principal's Name]	[Signature]	[Date]

HOME OWNERS UNITY DISTRESSED RELIEF SERVICE AGREEMENT Page 9 of 9

FRANK TICAS		6/4/09
[Broker Name/Designated Officer Name]	[Signature]	[Date]
01524319	**************************************	
[Corporation License Number]		

Brokers are licensed by the California Department of Real Estate. The Department provides public information regarding its licensees, including the current license status and applicable disciplinary history (if any discipline has been imposed or pending. The Principal can search the Department's licensing information about the broker at www.dre.ca.gov by selecting the box captioned "Real Estate License Lookup" and following the directions and entering the information required in the box titled "Public License Information".

HOME OWNERS UNITY



THIRD PARTY AUTHORIZATION

AUTHORIZATION TO RELEASE INFORMATION

	Date: _	
Lender Name:	AND	
Loan Number:		
Borrowers:		
Property Address:		
To whom it may concern:		
I/We,	, and	instruct you to
authorized to release it to them, or to and/or send via facsimile transmission information about my loan, including	te access to any and all of our credit and deb o any representative of the agency. This form n. This authorization is consenting authorization duplicate of any notices sent to me regarding oned representative is allowed and directed	m may be duplicated in blank ation for said parties to receive ng my loan.
credit information relevant to the trai	nsaction for which they have been engaged.	This includes, but is not
limited to, the accessing of credit repo	orts, employment verification, etc.	
This form serves to acknowled	dge that the captioned mortgagor has autho	orized this firm, to act on their
behalf to resolve their mortgage prob	olems. This is in accordance with Title 24 of	the CFR 203.500(HUD).
Borrower's Signature	Social Security Number	Date
Borrower's Signature	Social Security Number	Date

NOTICE OF RIGHT TO CANCEL

[Principal's Name]
[Principal's Name]
[Address, City and State of Property]
You may cancel this contract at any moment throughout the course of this agreement by signing within th boxed area and following the directions described. Please acknowledge receipt of this document below.
HOW TO CANCEL: If you decide to cancel this transaction, you may do so by notifying us in writing at:
Home Owners Unity 9252 Garden Grove Blvd, Suite 25 Garden Grove, CA 92844 Tel: (714) 467-3378 Fax: (714) 467-4308 Hours: Monday – Friday 9am to 5pm
You may use any written statement that is signed and dated by you and states your intention to cancel, or yo may use this notice by dating and signing below. Keep one copy of this notice because it initiates a specific timeframe which was described in the agreement you originally executed.
I WISH TO CANCEL:
[Signature]
Date:
I acknowledge receipt of this document.
Date:
Date:

HARDSHIP QUESTIONNAIRE

EXPLANATION OF HARDSHIP				
What changes or events have occurred since your loan originated that have caused you to fall behind?				
(please be as details as possible)				
How did this impair your ability to afford your mortgage payments?				
Do you anticipate any improvements in your financial situation in the near future:YES	No			
If yes, please explain:				

HOME OWNERS UNITY CLIENT INCOME / EXPENSE FORM

[Date]	and the second s		
[Principal's Name]		<u></u>	_
[Principal's Name]			
[Address, City and State of R	eal Estate]		
I. INCOME			
	Borrower	Co-Borrower	Total
Salary/Wages Commission/Bonuses Disability/Social Security Child Support/Alimony Rental Income Other (specify)			
TOTAL INCOME			
II. HOUSEHOLD EXPENSES			
	Monthly Payment	Balance	Current? Yes or No
1 ST Mortgage 2 ND Mortgage Other Mortgage Alimony/Child Support			
Child Care			
Car Payment Car Payment Credit Cards			
Credit Cards Credit Cards			
Personal Loans Student Loans			
Electricity Gas/Heat			
Water			

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Cable/Satellite			
Phone/Internet			
Cell Phone			
Cell Phone			
Groceries			
Taxes (Property)			
Insurance (Property)			
Medical Expenses			
Insurance (Health, Life)			
Insurance (Automobile)			
Fuel (Transportation)			
HOA			
Other (specify			
Other (specify			
TOTAL EXPENSES			
III. ASSETS			
	ESTIMATED VALUE	BALANCE	TOTAL
Estimated Home Value			
Other Real Estate			
Automobile			
Automobile			
401k/ESOP Account			
Stocks/Bonds/CD's			
Business			
Other Investment (specify			
Other Investment (specify			
TOTAL ASSETS			
condition. I/we understand my/our behalf will be made	d and acknowledge any ace e in strict reliance on the fi ur mortgage the authority t	ction taken by the lender nancial information provide	statement of my/our financia of my/our mortgage loan of ed. My/Our signature(s) below o verify the information in thi
[Signature]		[Date	······································
[Signature]		[Date	<u>. </u>

Real Estate Cash Flow Worksheet

Borrower:		Co-Borrower:			
1 st Servicer/Lender:	Loan#	2 nd Servicer/Lender:		Loan#	
Property Address:	Ci	ty Sta	ate	Zip	

Please complete schedule of real estate owned for all properties you own or show on your credit profile in table provided below as Servicer/Lender may request documentation pertaining to all properties.

Property Address (enter S if Sold, PS if Pending So or R if Rental being held for incom	ale ne)	Type of Property	Amount of Mortgage & Liens	Gross Rental Income	Total Mortgage Payments	Insurance Taxes & Misc	Rental Income	Rental Loss
1)								
2)								
3)								
4)								
5)								
6)								
7)							***************************************	
8)								
9)								
10)								
11)								
12)								
13)								
14)								
15)								

Type of Property: SFR: Single Family Resident | PUD: Planned Unit Development | Condo: Condominium | Units | Commercial | Land

Amount of Mortgage & Liens: Add your total existing mortgage balances or liens on property

Gross Rental Income: Estimated property's current market value

Total Mortgage Payments: Your total current mortgage payments. This may include Taxes and Insurance

Insurance Taxes & Miscellaneous: Leave blank if payments are included in your mortgage payment. You may add HOA fee to this field

if applicable

Rental Income: If Gross Rental Income is greater than Total Mortgage Expenses **Rental Loss:** If Gross Rental Income is less than Total Mortgage Expenses

VERIFIED ACCOUNTING FOR ADVANCE FEES

All Counties Real Estate, Inc. d.b.a. Home Owners Unity 9252 Garden Grove Blvd, Suite 25 Garden Grove, CA 92844

Principal Name: Principal Address:

Trust Account #202938189

Citibank N.A. Member FDIC

Signed

Lender Name(s):

1st Loan Account Number:

2nd Loan Account Number:

	Advance Fee Accounting							
Advance Fee Amount Received	From (Principal)	Date Received	Date Deposited in trust account	Balance				
\$2,500.00								
Services Performed by Broker	Date Performed	Amount of Fee Allocated	Date Disbursed	Balance				
All Phase I services including:								
Loan Modification Package submitted to Lender at (address): 1234 Any Street Anytown, USA 00000								
Loan Modification Package submitted to 2nd Lender at (address): 1234 Any Street Anytown, USA 00000								
All Phase II services including Successful Loan Modification								

I hereby represent and attest that this is a true and accurate accounting.

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All Counties Real Estate, Inc d.b.a. Home Owners Unity D.R.E. License Number 01524319